UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

KENNETH MICHAEL HAWES, and BONNIE JEAN HAWES,	)	
Plaintiffs,	)	
vs.	)	No. 1:15-cv-00378-RLY-TAB
KOCH INDUSTRIES, INC.; RUDONG CHAIN WORKS; and PRINCETON RURAL KING SUPPLY, INC.,	)	
Defendants.	)	

PLAINTIFFS' AMENDED COMPLAINT FOR DAMAGES

Come now Plaintiffs, Kenneth Michael Hawes and Bonnie Jean Hawes, by counsel, and for their cause of action against the Defendants, Koch Industries, Inc.; Princeton Rural King Supply, Inc.; and Rudong Chain Works, allege and state as follows:

1. At all times relevant herein, Kenneth Michael (hereinafter, "MIKE") and Bonnie Jean Hawes were married and residents of the State of Indiana.

2. At all times relevant herein, the Defendant, Koch Industries, Inc. (hereinafter, "KOCH") was a corporation duly authorized to transact business in the State of Indiana.

3. At all times relevant herein, the Defendant, Princeton Rural King Supply, Inc. (hereinafter, "KING" and further identified as Store #09) was a corporation duly authorized to transact business in the State of Indiana.

4. At all times relevant herein, the Defendant, Rudong Chain Works (hereinafter, “RUDONG”), was a Chinese company with its principal place of business in Chahe Town, Rudong County, Jiangsu, People’s Republic of China.

5. RUDONG, as a Chinese company, is not subject to the jurisdiction of the United States of America. *See* Ind. Code § 34-20-2-4.

6. At all times relevant herein, MIKE was in the scope and course of employment with C&J Well Drilling Company, Brownsburg, Indiana (hereinafter, “WELL”).

7. At all times relevant herein, KOCH was an importer, distributor and seller of “Koch Grade 70 Binder Chain,” more particularly identified as SKU 000562828 (hereinafter, “CHAIN”).

8. The CHAIN was manufactured by RUDONG.

9. The CHAIN was marketed by KOCH as a “3/8” X 20 Ft. – Yellow Chromate, Square Pail 818485,” essentially a chain that was 20 feet in length with a grab hook at each end of the chain.

10. The KOCH marketed/advertised CHAIN for “Towing.”

11. The CHAIN was manufactured at the direction of KOCH.

12. The CHAIN was manufactured to KOCH specifications, therefore, making KOCH a manufacturer/seller pursuant to the Indiana Products Liability Act. *See* Ind. Code §§ 34-20-1-1 and 34-20-2-1, et seq.

13. The CHAIN entered the stream of commerce devoid of any instructions or warnings of the dangers associated with use of the product.

14. The CHAIN entered the stream of commerce by and through KOCH.

15. At all times relevant herein, the CHAIN was defective and unreasonably dangerous.

16. The CHAIN was in a defective and unreasonably dangerous condition at the time it left Defendant’s control.

17. KOCH sold the CHAIN to KING.

18. KING offered the CHAIN, more commonly identified as product 562828, for sale to users/consumers for the price of $64.99.

19. KING failed to provide adequate warnings about the dangerous and defective product to end-users/consumers.

20. KING sold the CHAIN to Ken Tooke in his capacity as an employee of WELL for the amount of $64.99. Said sale took place at #09 KING, 2007 West Broadway, Princeton, Indiana.

21. The CHAIN was sold to WELL on or about April 25, 2013.

22. On September 11, 2014, WELL was on a jobsite near Lake Lemon, at or near the border between Monroe County and Brown County, in the State of Indiana, when a vehicle owned by WELL became stuck.

23. On September 11, 2014, WELL attempted to tow the stuck vehicle with CHAIN.

24. On September 11, 2014, CHAIN fractured as a result of an unreasonably dangerous and defective condition.

25. The CHAIN split into two portions causing approximately a two foot portion of CHAIN and attached hook to become airborne.

26. The CHAIN struck MIKE in the skull, causing massive injuries, including, in part, a traumatic brain injury.

27. MIKE was a bystander within reasonable vicinity of the CHAIN at the time of the injury.

28. The defective condition of the chain was a proximate cause of MIKE's injuries.

29. At no time prior to the injury was the CHAIN altered from the time of its purchase.

30. The CHAIN was being used for its advertised purpose at the time of MIKE's injuries.

31. The Defendants' negligence in the manufacture, distribution, and sale of the CHAIN was a proximate cause of MIKE'S injuries.

32. As a direct and proximate result of the negligence of Defendants, MIKE was injured, including, but not limited to, a traumatic brain injury, and thereby sustained the following damages and injuries, some of which may be permanent, and is therefore entitled to all damages allowed under Indiana law:

a. Injuries to his body, some of which are permanent;

b. Medical and hospital expenses, and he will likely incur future medical and hospital expenses;

c. Lost wages and vocational impairment; and,

d. Pain and suffering, which he will likely incur in the future.

33. That as a direct and proximate result of the Defendants' negligence, Bonnie Jean Hawes has lost, in part, the love, consortium and services of her husband, MIKE, has rendered medical services, and is therefore entitled to all damages allowed under Indiana law.

34. As MIKE was in the course of his employment at the time of his injury, the employer's worker's compensation carrier, Hastings Mutual Insurance Company (hereinafter,

"HASTINGS"), paid medical expenses and a portion of MIKE's lost earnings. Thus, pursuant to Indiana law, Hastings is entitled to a subrogation lien on any monetary recovery herein. (See, I.C. 22-3-2-13).

WHEREFORE, the Plaintiffs, by counsel, respectfully pray for judgment against the Defendants, in an amount reasonably calculated to compensate them for the damages which they have incurred as a result of this incident, the costs of this action and for all other relief just and proper in the premises.

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs demand a trial by jury of any issue triable of right by a jury.

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that on **September 28, 2015,** the above and foregoing was electronically filed with the Clerk of the Court using the CM/ECF system and that a true and correct copy was served on all counsel of record by CM/ECF Electronic Notification.

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